

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code Firm-Fixed-Price	Page 1 Of 9		
2. Amendment/Modification No. P00003		3. Effective Date 2007JUN11		4. Requisition/Purchase Req No. SEE SCHEDULE		5. Project No. (If applicable)	
6. Issued By U.S. ARMY TACOM LCMC AMSTA-AQ-ADEF MAJ STEVEN M. NATOLE (586)574-7415 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: STEVEN.NATOLE@TACOM.ARMY.MIL		Code W56HZV		7. Administered By (If other than Item 6) DCMA TEXAS 600 N PEARL STREET SUITE 1630 DALLAS, TX 75201-2843 SCD C PAS NONE ADP PT HQ0339		Code S4402A	
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) KIRBY-SMITH MACHINERY, INC 6715 W RENO AVE OKLAHOMA CITY, OK 73127-6590 TYPE BUSINESS: Other Small Business Performing in U.S.				<input type="checkbox"/>		9A. Amendment Of Solicitation No.	
				<input type="checkbox"/>		9B. Dated (See Item 11)	
				<input checked="" type="checkbox"/>		10A. Modification Of Contract/Order No. W56HZV-06-D-0167	
Code 0BAH3 Facility Code				<input type="checkbox"/>		10B. Dated (See Item 13) 2006JUL25	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting And Appropriation Data (If required) NO CHANGE TO OBLIGATION DATA							
13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS It Modifies The Contract/Order No. As Described In Item 14.							
KIND MOD CODE: 7							
<input type="checkbox"/> A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A. The Changes Set Forth In Item 14 Are Made In							
<input checked="" type="checkbox"/> B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).							
<input type="checkbox"/> C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:							
<input type="checkbox"/> D. Other (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.							
14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) SEE SECOND PAGE FOR DESCRIPTION							
Contract Expiration Date: 2009MAR31							
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. Name And Title Of Signer (Type or print)				16A. Name And Title Of Contracting Officer (Type or print) HEIDI L. HENDERSON HEIDI.HENDERSON@US.ARMY.MIL (586)574-8109			
15B. Contractor/Offeror (Signature of person authorized to sign)		15C. Date Signed		16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)		16C. Date Signed 2007JUN11	
NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE				30-105-02 STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243			

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Name of Offeror or Contractor: KIRBY-SMITH MACHINERY, INC			

SECTION A - SUPPLEMENTAL INFORMATION

Contract: W56HZV-06-D-0167
Modification: P00002
Date of Modification: 5 Apr 07
For: RESET of H100C Wheel Loaders
Amount of Contract: N/A

1. The purpose of Modification P00002 is to remove the requirement for the contractor to submit the annual Contractor Manpower Report (CMR). This contract has been granted an exemption from Service Approval Requirement for National Level RESET Action and therefore is exempt from CMR requirements. As a result Paragraph C.3.18 Contractor Manpower Reporting (CMR) and C.7 have been deleted from Narrative C 0001 Scope of Work.

2. All other terms and conditions of this contract remain unchanged and are in full force and effect.

*** END OF NARRATIVE A0002 ***

Contract: W56HZV-06-D-0167
Modification: P00003
Date of Modification: 8 Jun 07
For: RESET of H100C Wheel Loaders
Amount of Contract: N/A

1. The purpose of Modification P00003 is to replace the requirement for the contractor to submit the annual Contractor Manpower Report (CMR). This contract is no longer exempt from CMR requirements. As a result Paragraph C.3.18 Contractor Manpower Reporting (CMR) and C.7 have been added to Narrative C 0001 Scope of Work.

2. All other terms and conditions of this contract remain unchanged and are in full force and effect.

*** END OF NARRATIVE A0003 ***

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

SCOPE OF WORK For

RESET of the US Army's Fleet of 4.5 and 5 Cubic Yard Wheeled Loaders
and 10,000lb Rough Terrain Forklifts

C.1 The following Scope of Work (SOW) pertains to Army Materiel Command's (AMC's) RESET (inspection, maintenance and additional work as necessary) Program for the Army's Fleet of 4.5 and 5 Cubic Yard Wheeled Loaders and 10,000lb Rough Terrain Forklifts. Included are two portions of work effort: Firm Fixed Price (FFP) effort (known as CORE) as reflected in Sub-CLINs 1001AA, 1002AA, 2001AA, 2002AA, 3001AA and 3002AA and Time and Materials effort (known as Additional Work Effort or AWE) as reflected in Sub-CLINs 1001AB, 1002AB, 2001AB, 2002AB, 3001AB and 3002AB respectively. The requirements for these discrete portions of the work are set forth in paragraphs C.3 and C.4., below.

C.1.1 The loaders and forklifts to be processed through this portion of the Army's RESET Program may include any or all of the following models:

International (Hough) Model H100C Wheeled Loader with 4.5 Cubic Yard Rock Bucket, NSN 3805-01-052-9042
International (Hough) Model H100C Wheeled Loader with 4.5 Cubic Yard General Purpose Bucket, NSN 3805-01-052-9043
International Harvester Model M10A Rough Terrain Forklift, NSN 3930-01-054-3833

C.1.2 Requirements and procedures of the following documents are applicable to both the CORE and AWE portions of this SOW:

C.1.2.1 The Army Technical Manuals (TMs) below, specified by vehicle configuration are located on CD ROM:

- " International Model H100C:
- o TM 5-3805-255-14&P - Operator's, Organizational, Direct Support and General Support Maintenance Manual
- o TM 5-3805-255-20P - Unit Maintenance Repair Parts and Special Tools List
- o TM 5-3805-255-34P - Intermediate Direct Support and General Support Maintenance Repair Parts and Special Tools List
- International Harvester Model M10A:
- o TM 10-3930-643-10 - Operators Manual
- o TM 10-3930-643-20 - Organizational Maintenance Manual
- o TM 10-3930-643-34 - Direct Support and General Support Maintenance
- o TM 10-3930-643-24P - Unit, Direct Support, and General Support Maintenance Repair Parts and Special Tools Lists
- (Including Depot Maintenance Repair Parts and Special Tools Lists)

The Contractor shall notify the Contracting Officer if any configuration changes are required that differ from the existing maintenance procedures and parts, using a DA Form 2028 (located in the back of the technical manual). If the Contractor does not have copies of such form and requires them, the Contractor can contact the Contract Specialist for copies of such form.

C.1.2.2 TACOM's Delayed Desert Damage Special Maintenance Procedures for Tactical, Combat, and Special Purpose Equipment, TB 43-0221-2, located at Attachment 1.

C.1.2.3 International Harvester Model H100C:
The latest and most current Komatsu Mandatory Repair Parts List (MRPL) by Model, located at Attachment 2, specifying all parts, fluids and lubricants that must be replaced as part of the CORE effort under the contract. The Contractor shall provide updates if any changes are made to this attachment, not later than 30 days after receipt of the pages.

C.1.2.4 International Harvester Model M10A:
The most current Mandatory Repair Parts List (MRPL), located at Attachment 3, specifying all parts, fluids and lubricants that must be replaced as part of the CORE effort under the contract. The Contractor shall provide updates if any changes are made to this attachment, not later than 30 days after receipt of the pages.

C.1.3 It is understood by the Contractor that, although no order of precedence is established in this instrument for the documents enumerated in C.1.2 above, all vehicles, upon redelivery, must be fully mission capable. Fully mission capable is defined as meeting all standards and requirements of each vehicle's respective Army TM listed in C.1.2.1 and TB 43-0221-2 identified in C.1.2.2.

C.2 RESET PROCESS

C.2.1 The Government will identify vehicles to be inducted into RESET under this contract in separate delivery orders to this contract. The vehicles will be provided to the Contractor on an "as is" basis; some may not be capable of being driven. The Government will inform the Contractor of any vehicles that are inoperable within 10 (ten) days of the date an order is issued.

C.2.2 Within 15 (fifteen) days of receiving the list of vehicles for induction, the Contractor shall contact the Government in order to fix the exact time of vehicle pick up. In no event shall the Contractor pick up vehicles at designated Government sites later than 30

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days after receipt of order, unless the parties agree otherwise. The Contractor shall make all arrangements related to loading and transporting vehicles, including vehicle operation and any disassembly that may be required.

C.2.3 The Contractor will perform its work at:

Kirby-Smith Machinery, Inc.
6715 W. Reno Ave.
Oklahoma City, OK 73127-6590

Or

Kirby-Smith Machinery, Inc.
12321 E. Pine St.
Tulsa, OK 74116

POC: David Baker, V. P. Product Support

Phone: (405) 782-7138

E-Mail: david.baker@kirby-smith.com

C.2.4 The delivery schedule for completion of work shall be specified at the time the Contractor is provided a list of vehicles for induction, and shall be based on the number of vehicles ordered for service. The Contractor shall have 15 days from the date of taking delivery of any given vehicle to submit a request for authorization to perform additional work pursuant to provision C.4.1, should the Contractor recommend such work that will exceed the estimated price at Sub-CLINs 1001AB, 1002AB, 2001AB, 2002AB, 3001AB and 3002AB . In any event, the Contractor shall redeliver the vehicle to the designated unit within 60 days of taking delivery thereof, or within 60 days of receiving authorization from the Government to perform additional work, whichever is later. If the Contractor discovers they require spare part (s) not available within the 60-day repair window for a particular vehicle (s), the Contractor shall submit all relevant data to the Contracting Officer for a mutually agreeable solution (for example, a delivery extension for consideration).

FIRM FIXED-PRICE EFFORT

C.3 CORE WORK (Sub-CLINs 1001AA, 1002AA, 2001AA, 2002AA, 3001AA and 3002AA):

C.3.1 The Contractor shall perform the CORE work consisting of the following tasks: Preliminary checks, full inspection as well as all preventive maintenance checks and services prescribed by documents identified in C.1.2.1 thru C.1.2.4 at the prices established for CORE work under Section B for each year of this contract. If after full inspection of the vehicle, the Contractor finds additional repairs are needed, then the Contractor shall prepare an Additional Work Effort (AWE) In Accordance With (IAW) Contractor responsibilities specified at provision C.2 above and IAW with provision C.4 below.

C.3.2 Upon receipt of the vehicle by the Contractor, each vehicle shall be identified by serial number.

C.3.3 Preliminary Checks and Inspections. The Contractor shall examine each vehicle using its best available diagnostic, inspection, and testing techniques to conduct the analyses and inspections set forth in documents identified in C.1.2.1. Each vehicle shall be thoroughly inspected for work that will be required to return that vehicle to its original configuration, IAW the documents for that vehicle type, as identified in C.1.2.1. All vehicles and assemblies will be disassembled to the extent necessary to determine that components meet the requirements specified in this SOW.

C.3.4 Mandatory Replacement Parts and Scheduled Oil Sampling. For all International H100C Models; All components and parts shall be replaced IAW the MRPL at Attachment 2. For all IH M10A Models; All components and parts shall be replaced IAW the MRPL at Attachment 3. Only grease, oil, and antifreeze complying with the Contractor's commercial manuals or practices, as well as applicable military manuals, may be used. Under no circumstances shall the Contractor reuse drained fluids or lubricants. The Contractor shall perform oil sampling for the engine, transmission, and main hydraulic system of each vehicle to determine whether additional work effort IAW provision C.4 will be required to rectify imminent failures for any infiltrated parts or components.

C.3.5 CARC Paint. CARC painting is for spot painting or for whole vehicle repainting, whichever is appropriate per vehicle. The following applies only for those vehicles that require CARC painting. For each RESET vehicle, the Contractor shall apply the CARC paint system (i.e. clean, pretreat, prime and topcoat) IAW MIL-DTL-53072C. Areas NOT to be CARC painted include: surfaces that reach a temperature of 400 degrees F, materials that flex during service such as rubber hoses, and those where paint would interfere with the function of a part or component; such surfaces shall be masked or protected during treatment and painting. A pretreatment is required only for bare metal surfaces. The performance (I-R signature control) of the CARC system requires CARC primer to be used in conjunction with the CARC topcoat. For spot painting use single component solvent borne CARC. International Model H100C: Vehicles requiring CARC paint shall use the same color already present unless a different color is determined to be necessary. The Contractor will note the color of the vehicle in its corresponding CAR. International Harvester Model M10A: All Vehicles shall be painted Tan 686, unless a different color is determined to be necessary. The

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Contractor will note the color of the vehicle in its corresponding CAR.

C.3.6 Stamping. Each RESET vehicle's Government Data Plate shall be stamped DD (desert damage), along with the date RESET was completed for that vehicle.

C.3.6.1 Stamping for successive RESETs. For loaders that have been RESET once, as indicated by the vehicle's data plate stamp ("DD" and date), they shall be re-stamped for each successive RESET with "DD__" (i.e. "DD2", "DD3", etc. to indicate the latest effort) and completion date of most recent RESET. If the machine's existing data plate lacks sufficient space for the required information to be clearly and legibly added, a second data plate shall be permanently attached next to the existing plate, with the required RESET data stamped thereon.

C.3.7 For IH Model M10A Forklift: Load testing. See USAR Overhaul Procedures Manual Dated 29 MARCH 01 Chapter 3 section 3.57 for exact Load Testing procedure.

C.3.8 Final Inspection. Upon redelivery of vehicles serviced under the contract, the Contractor shall certify that the refurbished vehicles conform to all applicable standards and requirements IAW documents identified in C.1.2. This certification shall be submitted to the Defense Contract Management Area (DCMA) Office and to TACOM. The regional DCMA-QAR office will execute the DD250.

C.3.9 Nonrepairable vehicles. The Contractor shall not proceed with performance on a given vehicle if either the preliminary check or full inspection reveals that the frame is cracked or bent to such a degree that it must be replaced. In this event, the Contractor shall notify the Contracting Officer immediately, and the Contracting Officer will make a determination whether to proceed with refurbishment of that vehicle. The Contracting Officer may modify the contract, striking that vehicle serial number from the list, and deobligating the funds associated with refurbishment of the vehicle. However, the Contractor shall submit a prepared DD 250 Form for work performed to this point in the repair process for the specific vehicle to the Contracting Officer for determination of payment. At its option, the Government may substitute another vehicle from its Fleet in place of the nonrepairable vehicle. Disposition instructions will be provided for any vehicle removed from the RESET Program.

C.3.10 Condition Assessment Reports. The Contractor shall prepare a Condition Assessment Report (s) (CAR) and an Additional Work Effort (AWE) report (s) for each vehicle it inspects IAW CDRL A001. The Contractor shall submit AWE report (s) regardless of the level of work it recommends, and without regard to whether work will exceed the estimated cost set forth in Sub-CLINs 0001AB and 0002AB. Each report shall contain, at a minimum:

C.3.10.1 (CAR and AWE) All identifying vehicle information IAW commercial practices, including end item serial numbers and system nomenclatures, and a condition summary of each vehicle which lists the repairs necessary, as well as the likely cause of the failure (such as wear and tear, improper lubrication, improper training, etc.).

C.3.10.2 (CAR only) A general description of the vehicle's condition and appearance; engine hours and the mileage or hour meter reading; and, the serial number and condition of the engine to include the condition of the engine's components.

C.3.10.3 (AWE only) A list of repairs which are needed for each vehicle, including part numbers and descriptions. The Contractor shall include the estimated cost of material, labor, and any overhead and markups to perform the necessary work. The Contractor shall price the total effort. The Contractor shall segregate the additional recommended repairs by segment area of machine as the example shown below:

Engine
Starting, Charging & Fueling System
Radiator/Cooling Systems
Torque Converter
Transmission
Transfer Case
Steering
Brakes
Axles & Tires
Final Drive
Hydraulic System
Vehicle Frame & Guards
Operator's Compartment
ROPS
Electrical System
Fuel
Miscellaneous
Transportation
Total

C.3.11 Status Reports. The Contractor shall furnish a monthly status report to the Government showing the work in progress and a summary

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of work completed. The report shall include delivery order numbers; vehicle serial numbers; vehicle attachments (if any); military locations; dealers performing the work; labor rates; actual pick up dates; AWE approved amounts and dates of approval; dates inspector notified; actual completion dates; inspection completion dates; vehicle return dates; CORE invoice amounts; CORE invoice dates; AWE invoice amounts; AWE invoice dates; and, invoice totals. The Contractor shall provide the report IAW CDRL A002. At the end of the Calendar Year, the contractor will provide a roll-up summary of that year's monthly status reports in the same format as the monthly status reports but with a Grand Total for each column that has dollar amounts for the end of the Calendar Year.

C.3.12 Retention and Disposal of Parts. For a period of 30 days after redelivery to the Government of vehicles under the contract, the Contractor shall keep on hand all parts removed from serviced vehicles. During that time, the Contractor shall permit the Government, upon its request, to examine or take possession of any such parts. After that period, the Contractor shall dispose of any remaining parts IAW all applicable federal, state, and local laws and regulations.

C.3.13 Warranty. The warranty being offered by the Contractor is as follows for the H100C/M10A RESET Program:

C.3.13.1 New Parts: Six (6) months or 1,500 operating hours, whichever first occurs after acceptance of the RESET vehicle by the Government QAR.

C.3.13.2 Komatsu Remanufactured Parts: Twelve (12) months or 2,000 operating hours, whichever first occurs after acceptance of the RESET vehicle by the Government QAR.

C.3.13.3 Repaired Parts: Ninety (90) days or 500 operating hours, whichever first occurs after the acceptance of the RESET vehicle by the Government QAR.

The parts and labor warranty will be provided to the Contracting Officer by the Contractor within fifteen (15) days of contract award.

C.3.14 Project Management. The Contractor shall establish and maintain management of this Program and performance of the work called for hereunder. These responsibilities include all activities needed to plan, direct, and control the Program, such that the objectives and requirements of this SOW are accomplished.

C.3.15 Integrated Process Team. A joint Contractor/Government Integrated Process Team (IPT) shall be established to serve as the primary management vehicle for monitoring the status of the vehicles under this contract. All functional areas shall be included on the IPT, with sub-IPTs as may be appropriate. The overall management IPT shall serve to coordinate and monitor schedule and performance, and to direct sub-IPTs. The management IPT shall ensure compliance with all regulatory and contractual requirements, but no changes to the contract are authorized without the written approval of the Contracting Officer. The IPT will meet initially 45 days after award of the first delivery order, and from that time onward, as mutually agreed by the parties.

C.3.16 Start-of-Work Meeting. The Contractor shall host a start-of-work meeting within 30 days of the date on which the Contractor receives the first vehicle of each type for repair under this contract, at a facility at which work will be conducted under the contract. The Contractor shall invite, at a minimum, the Contracting Officer, Contract Specialist, Equipment Specialist and Administrative Contracting Officer. The Contractor shall give these individuals at least 14 days notice, preferably by email, of the time, date, and location of the start-of-work meeting.

C.3.17 Monthly Progress and Management Report. Every 30 days the contractor shall submit a Progress & Management Report to the Government IAW CDRL A003. The Contractor shall submit one Progress & Management report for each CLIN that the Contractor is performing work on under the contract. The Contractor shall identify the objective of the work that is to be performed, work accomplished during the reporting period, deliverables provided during the reporting period, all work scheduled for the next reporting period, and any outstanding issues or problems. The Contractor shall report the hours budgeted, hours used, cumulative budgeted hours, cumulative hours used, and hours remaining. The Contractor shall identify the labor categories and hours used in performing the work effort.

C.3.18 Contractor Manpower Reporting (CMR). The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor will report ALL contractor manpower (including subcontractor manpower) required for performance of this contract. The contractor is required to completely fill in all the information in the format using the following web address: <https://contractormanpower.army.pentagon.mil>. The required information includes:

- (1) Contracting Office, Contracting Officer, Contracting Officer's Technical Representative;
- (2) Contract number, including task and delivery order number;
- (3) Beginning and ending dates covered by reporting period;
- (4) Contractor name, address, phone number, e-mail address, identity of contractor employee entering data;
- (5) Estimated direct labor hours (including sub-contractors);
- (6) Estimated direct labor dollars paid this reporting period (including sub- contractors);
- (7) Total payments (including sub-contractors);
- (8) Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each sub-contractor if different);
- (9) Estimated data collection cost;
- (10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army

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Requiring Activity is responsible for providing the contractor with its UIC for the purposes of reporting this information);

(11) Locations where contractor and sub-contractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on website);

(12) Presence of deployment or contingency contract language; and

(13) Number of contractor, and sub-contractor employees deployed in theater this reporting period (by country).

As part of its submission, the contractor will also provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period will be the period of performance not to exceed 12 months ending September 30 of each government fiscal year and must be reported by 31 October of each calendar year. Contractors may use a direct XML data transfer to the database server or fill in the fields on the website. The XML direct transfer is a format for transferring files from a contractor's systems to the secure web site without the need for separate data entries for each required data element at the web site. The specific formats for the XML direct transfer may be downloaded from the web site.

TIME AND MATERIALS EFFORT -

C.4 ADDITIONAL WORK EFFORT (AWE) (Sub-CLINs 1001AB, 1002AB, 2001AB, 2002AB, 3001AB and 3002AB)

C.4.1 In recognition of the fact that all repairs necessary to repair and rework vehicles as required under this contract cannot be determined prior to delivery of vehicles to the Contractor, Sub-CLINs 1001AB, 1002AB, 2001AB, 2002AB, 3001AB and 3002AB have been established to allow for work beyond what is specified in provision C.3 hereunder, but what is required to bring vehicles up to standards and requirements IAW TMs identified in C.1.2.1 thru C.1.2.4. The estimated cost for AWE is set forth in Sub-CLINs 1001AB, 1002AB, 2001AB, 2002AB, 3001AB and 3002AB, and work beyond that amount may not be performed by the Contractor except as specifically authorized by the Contracting Officer pursuant to the terms of Special Provision H.13. Unauthorized work shall be at the Contractor's expense. Transportation of RESET vehicles to and from designated CONUS sites is the Contractor's responsibility. Transportation is part of the AWE effort and should be priced into the AWE estimate for every vehicle that requires AWE.

C.4.2 AWE shall be performed at the same time as the CORE effort, or at such time as the Contractor finds that this work is most efficiently integrated into its regular work processes. In no event, however, shall performance of AWE exceed delivery limitations expressed elsewhere herein. As set forth at provision C.3.10.3 above, all work to be performed shall be described in the AWE report required by provision C.3.10 and CDRL A001.

C.4.3 Government Furnished Material

The material furnished is as follows:

NSN: 3805-01-052-9043
Noun: Loader, Scoop Type, DED, 4x4 (IHC Model H100C), Type II with 5 YD General Purpose Bucket
Quantity: 1 ea
Serial Number: U002241
Registration Number: UE0192
Location: Red River Army Depot, Texarkana, TX

Items are to be free issue to the contractor, Kirby-Smith Machinery, Inc., for use in the RESET of H100C Wheel Loaders. Material not used will be disposed of in accordance with approved government property disposal methods.

Contractor is not responsible for transportation of the material. The cabs will be delivered to Kirby-Smith Machinery via government transportation.

Part number: M1134380C91
Noun: Cab Assembly, H100C
Quantity: 4 ea
Serial Numbers: 37032; 31959; 30963; one cab assembly has no serial number plate
Location: US Army TACOM, Detroit Arsenal, 1601 E. 11 Mile Rd., Warren, MI 48397-5000

Items are to be free issue to the contractor, Kirby-Smith Machinery, Inc., for use in the RESET of H100C Wheel Loaders. Material not used will be disposed of in accordance with approved government property disposal methods.

Contractor is not responsible for transportation of the material. The cabs will be delivered to Kirby-Smith Machinery via government transportation.

Part number: M1134397C
Noun: Platform Seat, H100C
Quantity: 4 ea
Location: US Army TACOM, Detroit Arsenal, 1601 E. 11 Mile Rd., Warren, MI 48397-5000

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Items are to be free issue to the contractor, Kirby-Smith Machinery, Inc., for use in the RESET of H100C Wheel Loaders. Material not used will be disposed of in accordance with approved government property disposal methods.

Contractor is not responsible for transportation of the material. The cabs will be delivered to Kirby-Smith Machinery via government transportation.

Part number: 926792C1
Noun: Support Left Hand, H100C
Quantity: 4 ea
Location: US Army TACOM, Detroit Arsenal, 1601 E. 11 Mile Rd., Warren, MI 48397-5000

Items are to be free issue to the contractor, Kirby-Smith Machinery, Inc., for use in the RESET of H100C Wheel Loaders. Material not used will be disposed of in accordance with approved government property disposal methods.

Contractor is not responsible for transportation of the material. The cabs will be delivered to Kirby-Smith Machinery via government transportation.

Part number: M1134371C1
Noun: Support Right Hand, H100C
Quantity: 4 ea
Location: US Army TACOM, Detroit Arsenal, 1601 E. 11 Mile Rd., Warren, MI 48397-5000

Items are to be free issue to the contractor, Kirby-Smith Machinery, Inc., for use in the RESET of H100C Wheel Loaders. Material not used will be disposed of in accordance with approved government property disposal methods.

Contractor is not responsible for transportation of the material. The cabs will be delivered to Kirby-Smith Machinery via government transportation.

Part number: 875752C91
Noun: Heater Assembly, H100C
Quantity: 4 ea
Location: US Army TACOM, Detroit Arsenal, 1601 E. 11 Mile Rd., Warren, MI 48397-5000

Items are to be free issue to the contractor, Kirby-Smith Machinery, Inc., for use in the RESET of H100C Wheel Loaders. Material not used will be disposed of in accordance with approved government property disposal methods.

Contractor is not responsible for transportation of the material. The cabs will be delivered to Kirby-Smith Machinery via government transportation.

C.5 TRANSPORTATION

C.5.1 The Contractor shall pick up and redeliver all vehicles as specified in the contract, from the designated location to Contractor's site as specified in Section C.2.3. If there is a change in destination for a particular vehicle (s), the Contracting Officer will inform the Contractor which vehicle (s) with a modification to follow.

C.6 The contractor shall host a start of work meeting at its facility, unless some other location is designated in the contract, within 30 days after contract award. The contractor shall at a minimum invite the Contracting Officer's Representative (COR) identified in Section G or in an appointment letter, the Contract Specialist identified on the face page of this document, and the Administrative Contracting Officer (ACO). The COR, Contract Specialist, and ACO shall be given at least 14 days advance notice of the time, date, and location of the start of work meeting. The preferred method of notification is by email.

C.7 The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor will report ALL contractor manpower (including subcontractor manpower) required for performance of this contract. The contractor is required to completely fill in all the information in the format using the following web address: <https://contractormanpower.army.pentagon.mil>. The required information includes:

- (1) Contracting Office, Contracting Officer, Contracting Officer's Technical Representative;
- (2) Contract number, including task and delivery order number;
- (3) Beginning and ending dates covered by reporting period;
- (4) Contractor name, address, phone number, e-mail address, identity of contractor employee entering data;
- (5) Estimated direct labor hours (including sub-contractors);
- (6) Estimated direct labor dollars paid this reporting period (including sub- contractors);
- (7) Total payments (including sub-contractors);
- (8) Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each

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- sub-contractor if different);
- (9) Estimated data collection cost;
 - (10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the contractor with its UIC for the purposes of reporting this information);
 - (11) Locations where contractor and sub-contractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on website);
 - (12) Presence of deployment or contingency contract language; and
 - (13) Number of contractor, and sub-contractor employees deployed in theater this reporting period (by country).

As part of its submission, the contractor will also provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period will be the period of performance not to exceed 12 months ending September 30 of each government fiscal year and must be reported by 31 October of each calendar year. Contractors may use a direct XML data transfer to the database server or fill in the fields on the website. The XML direct transfer is a format for transferring files from a contractor's systems to the secure web site without the need for separate data entries for each required data element at the web site. The specific formats for the XML direct transfer may be downloaded from the web site.

[End of Clause]

*** END OF NARRATIVE C0001 ***